

10R-163

MOTION TO AMEND NO. 1

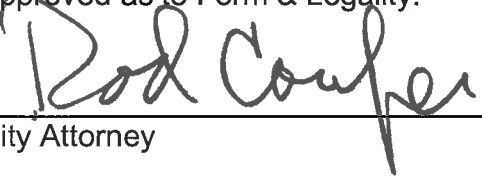
I hereby move to amend Bill No. 10R-163 as follows:

1. On page 1, line 4, after the words "Nebraska Inc." insert the following language: and Pioneer Overhead Door, Inc.

Introduced by:

---

Approved as to Form & Legality:

  
\_\_\_\_\_  
City Attorney

Requested by: Purchasing Department

Reason for Request: Two bids were accepted for Bid No. 10-034, Raynor Doors of Nebraska, Inc. and Pioneer Overhead Door, Inc., for work on an as need basis, as indicated in the fact sheet and request form. Only one of the contracts was included with packets. This motion to amend will accept the second contract.

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN, NEBRASKA,  
LANCASTER COUNTY,  
LINCOLN-LANCASTER COUNTY  
PUBLIC BUILDING COMMISSION**

**Unit Price  
Overhead Door and Accessory Repair and Replacement  
Bid No. 10-034**

**Pioneer Overhead Door, Inc.  
2300 South 7<sup>th</sup> Street  
Lincoln, NE 68502  
402.476.6539**

**CITY OF LINCOLN,  
LANCASTER COUNTY, NEBRASKA and  
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between **Pioneer Overhead Door, Inc., 2300 South 7<sup>th</sup> Street, Lincoln, NE 68502**, hereinafter called the Contractor, and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**Unit Price - Overhead Door and Accessory Repair and Replacement, Bid No. 10-034**  
and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute, construct, and complete all Work included in and covered by the Owner's award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal**

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owner:

**The Owners will pay for products/services, according to the pricing as listed in Contractors Proposal/Supplier Response and Attachment A, a copy thereof being attached to and made a part of this Contract. Owners shall order on an as-needed basis for the duration of the contract.**

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. **E-VERIFY:** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. **GUARANTEE:** The Purchasing Division will require a \$10,000.00 Performance and Payment Bond from each Contractor for the duration of the Contract.
6. **ASSIGNMENT:** This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the Owners.
7. **TERMINATION:** This Contract may be terminated by the following:
- a) **Termination for Convenience.** Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - b) **Termination for Cause.** The Owners may terminate the Contract for cause if the Contractor:
    - 1) Refuses or fails to supply the proper labor, materials and equipment necessary for services and/or commodities.
    - 2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
8. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

9. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.
10. Contract Term. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a three (3) year term with the option for one (1) one (1) year renewal.
11. The Contract Documents comprise the Contract, and consist of the following:
1. Instructions to Bidders
  2. Insurance Requirements
  3. Accepted Proposal
  4. Contract Agreements
  5. Specifications
  6. Attachment A - Proposal
  7. Construction Bonds
  8. Sales Tax Exemption Form

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

Approved by Resolution No. \_\_\_\_\_

dated \_\_\_\_\_

**LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

Attest:

\_\_\_\_\_  
Public Building Commission Attorney

\_\_\_\_\_  
Chairperson, Public Building Commission

dated \_\_\_\_\_

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Lancaster County Attorney

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
dated \_\_\_\_\_

IF A CORPORATION:

EXECUTION BY CONTRACTOR

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

Pioneer Overhead Door Inc  
Name of Corporation

2300 South 7  
(Address)

By: [Signature]  
Duly Authorized Official

President  
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

IF AN INDIVIDUAL:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

## COMMENTARY TO ACCOMPANY CONSTRUCTION BONDS

### A. GENERAL INFORMATION

There are two types of construction bonds that are required by statutes for public work in many jurisdictions and are widely used for other projects as well.

Construction Performance Bond  
Construction Payment Bond

The Construction Performance Bond is an instrument that is used to assure the availability of funds to complete the construction.

The Construction Payment Bond is an instrument that is used to assure the availability of sufficient funds to pay for labor, materials and equipment used in the construction. For public work the Construction Payment Bond provides rights of recovery for workers and suppliers similar to their rights under the mechanics lien laws applying to private work.

The objective underlying the re-writing of construction bond forms was to make them more understandable to provide guidance to users. The intention was to define the rights and responsibilities of the parties, without changing the traditional rights and responsibilities that have been decided by the courts. The new bond forms provide helpful guidance regarding time periods for various notices and actions and clarify the extent of available remedies.

The concept of pre-default meeting has been incorporated into the Construction Performance Bond. All of the participants favored early and informal resolution of the problems that may precipitate a default, but some Surety companies were reluctant to participate in pre-default settings absent specific authorization in the bond form.

The responsibilities of the Owner and the options available to the Surety when a default occurs are set forth in the Construction Performance Bond. Procedures for making a claim under the Construction Payment Bond are set forth in the form.

EJCDC recommends the use of two separate bonds rather than a combined form. Normally the amount of each bond is 100 percent of the contract amount. The bonds have different purposes and are separate and distinct obligations of the Surety. The Surety Association reports that the usual practice is to charge a single premium for both bonds and there is no reduction in premium for using a combined form or for issuing one bond without the other.

### B. COMPLETING THE FORMS

Bonds have important legal consequences; consultation with an attorney and a bond specialist is encouraged with respect to federal, state and local laws applicable to bonds and with respect to completing or modifying the bond forms.

Both bond forms have a similar format and the information to be filled in is ordinarily the same on both bonds. If modification is necessary, the modifications may be different.

The bond forms are prepared for execution by the Contractor and the Surety. Evidence of authority to bind the Surety is usually provided in the form of a power of attorney designating the agent who is authorized to sign on behalf of the Surety. The power of attorney should be filed with the signed bonds.

Each bond must be executed separately since they cover separate and distinct obligations.

Preferably the bond date should be the same date as the contract, but in no case should the bond date precede the date of the contract.

To accompany the Construction Performance Bond (EJCDC No.1910-28A) and the Construction Payment Bond (EJCDC No. 1910-28B)  
Prepared by the Engineers' Joint Contract Documents Committee

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

**Pioneer Overhead Door, Inc.**  
**2300 South 7<sup>th</sup> Street**  
**Lincoln, NE 68502**

Owner (Name and Address):

**City of Lincoln, Lancaster County and**  
**Lincoln-Lancaster County Public Building Commission**  
**555 South 10th St.**  
**Lincoln, NE 68508**

SURETY (Name and Principal  
Place of Business):

Universal Surety Company  
601 South 12th St., Ste 100  
PO Box 80468  
Lincoln NE 68501

CONSTRUCTION CONTRACT

Date: May 11, 2010

Amount: \$ 10,000.00

Description (Name and Location):

**For all labor, material and equipment necessary for Unit Price - Overhead Door and Accessory Repair and Replacement, Bid No. 10-034**

BOND

Date: May 11, 2010

Amount: \$ 10,000.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)  
Pioneer Overhead Door, Inc.

SURETY

Company: (Corp. Seal)  
Universal Surety Company

Signature: 

Name and Title: President

Signature: 

Name and Title: Mary E. Kent, Attorney in Fact

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

**J. Scott Nelson or Robert L. Reynoldson or Tracy Abbott, Lincoln, Nebraska  
or Mary E. Kent, Crete, Nebraska or Robert A. Wick, Columbus, Nebraska**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 17th day of February, 20 10.

UNIVERSAL SURETY COMPANY



Secretary

By



Vice President

State of Nebraska

County of Lancaster

ss.



On this 17th day of February, 20 10, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the Vice President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

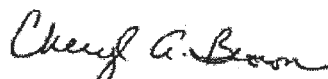


My Commission Expires February 16, 2014.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 11th day of May, 20 10.



Assistant Secretary



CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Pioneer Overhead Door, Inc.  
2300 South 7<sup>th</sup> Street  
Lincoln, NE 68502

SURETY (Name and Principal Place  
Of Business):

Universal Surety Company  
601 South 12th St., Ste 100  
PO Box 80468  
Lincoln NE 68501

Owner (Name and Address):

City of Lincoln, Lancaster County and  
Lincoln-Lancaster County Public Building Commission  
555 South 10th St.  
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: May 11, 2010  
Amount: \$10,000.00

Description (Name and Location):

For all labor, material and equipment necessary for Unit Price - Overhead Door and Accessory Repair and Replacement, Bid No. 10-034

BOND

Date: May 11, 2010  
Amount: \$10,000.00

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)  
Pioneer Overhead Door, Inc.

SURETY

Company: (Corp. Seal)  
Universal Surety Company

Signature: 

Name and Title:

President

Signature: 

Name and Title:

Mary E. Kent, Attorney in Fact

EJCDC NO. 1910-28B (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

# UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

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"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

does hereby make, constitute and appoint

**J. Scott Nelson or Robert L. Reynoldson or Tracy Abbott, Lincoln, Nebraska  
or Mary E. Kent, Crete, Nebraska or Robert A. Wick, Columbus, Nebraska**

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:

Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 17th day of February, 20 10.

UNIVERSAL SURETY COMPANY



Secretary

By



Vice President



State of Nebraska

ss.

County of Lancaster

On this 17th day of February, 20 10, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the Vice President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

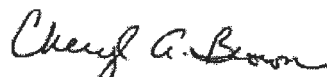


My Commission Expires February 16, 2014.

Notary Public

I, Cheryl A. Brown, Assistant Secretary of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this 11th day of May, 20 10.



Assistant Secretary



**Certified Statement Pursuant to Neb. Rev. Stat. § 77-1323**

§ 77-1323 Every person, partnership, limited liability company, association, or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall furnish a certified statement to be attached to the contract that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

Pursuant to Neb. Rev. Stat. § 77-1323, I, Dee A. Dwyer, do hereby certify that all equipment to be used on Bid No. 10-034, except that equipment acquired since the assessment date, has been assessed for taxation for the current year, in Lancaster County, Nebraska.

DATED this 30 day of June, 2010.

By: Dee A. Dwyer  
Title: President

STATE OF NEBRASKA

)  
)ss.  
)

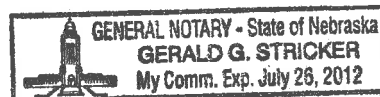
COUNTY OF LANCASTER

On JUNE 30, 2010, before me, the undersigned Notary Public duly commissioned for and qualified in said County, personally came \_\_\_\_\_, to me known to be the identical person, whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

(SEAL)

Gerald G. Stricker  
Notary Public



# City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508	Address
Email		Contact	Bob Walla, Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			Department
Fax	1 (402) 441-6513			Building
Bid Number	10-034			Floor/Room
Title	Unit Price - Overhead Door and Accessory Repair and Replacement	Department Building		Telephone
Bid Type	Bid	Floor/Room		Fax
Issue Date	02/12/2010	Telephone	1 (402) 441-8309	Email
Close Date	2/26/2010 12:00:00 PM CST	Fax	1 (402) 441-6513	
Need by Date		Email	rwalla@lincoln.ne.gov	

## Supplier Information

Company Pioneer Overhead Door, Inc  
 Address 2300 South 7th Street  
  
 Lincoln, NE 68502  
 Contact Dee Ann Downing  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (402) 476-6539  
 Fax 1 (402) 476-7327  
 Email pioneeroverhead@windstream.net  
 Submitted 2/25/2010 8:50:56 AM CST  
 Total \$225.00

Signature \_\_\_\_\_

## Supplier Notes

I have entered a percentage markup for parts, but this is for complete doors and sections only. I have attached a large unit price list for your use on miscellaneous parts.

## Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at <http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt>

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
2	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Unit Price Quotation Form	I acknowledge reading and understanding the Unit Price Quotation Form.	Yes
5	Unit Price Contract Instructions	I acknowledge reading and understanding the Unit Price Contract Instructions.	Yes
6	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
7	Percentage Markup of Material, excluding freight	Percentage Markup of Material, Excluding Freight ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the material type AND cost of material from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	30
8	Percentage Markup of Rental Equipment	Percentage Markup of Rental Equipment ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the type of equipment AND cost of rental from 3rd Party Vendor may be requested with the final invoice to verify quoted price.	15
9	Percentage Markup of all Subcontractor Costs	Percentage Markup of Subcontractor Costs ONLY ENTER A NUMBER IN THE SPACE PROVIDED! An invoice showing the amount charged by Subcontractor may be requested with the final invoice to verify quoted price.	15
10	Electronic Signature	Please check here for your electronic signature.	Yes
11	Renewal is an Option	Contract Extension Renewal is an option.	Yes
12	Contact	Name of person submitting this bid:	Dee Ann Downing
13	Performance/Payment Bond	I acknowledge that a \$10,000 Performance Bond and Payment Bond will be required with the signed contract upon award of this job.	Yes
14	Construction Codes	I acknowledge reading and understanding the Construction Codes in the City of Lincoln at <a href="http://www.lincoln.ne.gov/city/build/comercl/codes.htm">http://www.lincoln.ne.gov/city/build/comercl/codes.htm</a>	Yes
15	Page 2	Please note that there is a page 2 of Attributes.	Yes
16	License Attachments	I acknowledge attaching any applicable licenses for the services provided under this bid.	Yes
17	References	I have attached my References to the Response Attachment section of this bid.	Yes
18	Emergency Repairs	Will you charge the same rate for repairs in emergency situations that occur after normal business hours or on weekends and holidays? YES or NO. If NO, list the additional costs in the space provided.	NO: ADDITIONAL over regular labor costs; after hours \$110, holiday \$200, after 11:00 pm \$200 per MAN

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**Line Items**

#	Qty	UOM	Description	Response
1	1	EA	Supervisor - Labor rate per hour	\$75.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
2	1	EA	Skilled Helper - Labor rate per hour	\$75.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
3	1	EA	Laborer - Labor rate per hour	\$75.00
Item Notes: LABOR RATES: Amount that the contractor will bill the owner for services provided. Labor rates shall include all health and welfare benefits, insurance, taxes, overhead and profit, and all other applicable fringe benefits.				
Supplier Notes:				
4	1	EA	Service Charge  IF NO SERVICE CHARGE, PUT 0 IN UNIT PRICE!	\$0.00
Item Notes:				
Supplier Notes:				
Response Total:				\$225.00

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## ATTACHEMENT A



March 31, 2010

I have priced 2 models of Clopay doors. Both have steel on both side, but use different types of insulation. Since not all doors need new operators, I have listed those separately at the bottom of the page. The doors "with window" are small oval lites.

Model 3717 R 15, standard lift 2" track, steel both sides

Model 3150 R 6.5 standard lift 2" track, steel both sides

Dee Ann Downing

2300 South 7th Street Lincoln, Nebraska 68502 Business 402-476-6539 Fax 402-476-7327

Email [pioneeroverhead@windstream.net](mailto:pioneeroverhead@windstream.net) Website [www.pioneerdoorlincoln.com](http://www.pioneerdoorlincoln.com)



PRO-SERIES

## CLOPAY MODEL 3717

## 1-3/4" POLYURETHANE INSULATED THERMALLY BROKEN DOORS

**Quality Assurance** – Doors shall be insulated steel sectional overhead type as manufactured by Clopay Building Products. Each door is provided as one complete unit including sections, brackets, tracks, counterbalance mechanisms, hardware (list options) to suit the opening and headroom available. Standard maximum size is 26'2" wide x 20' high.

**Materials and Construction** – Sections shall be 1-3/4" thick sandwich construction consisting of exterior and interior steel skins filled by foamed-in-place polyurethane foam. Both steel skins to be separated by a continuous foam thermal break. Steel skins shall be roll formed commercial quality hot-dipped galvanized per ASTM A-294, A-653, phosphate coated, prepainted with primer and baked-on polyester top coat. Door sections constructed of .016" min. (27 gauge) exterior and .016" min. (27 gauge) interior skins. To be stucco embossed texture exterior and interior with .040" minor rib, 4" or 5" on center. End stiles shall be .045" (18 gauge) galvanized. 19 gauge hinge back-up plates for hinge attachment. Full length aluminum retainer with U-shaped flexible PVC vinyl astragal. Section joint to form a weathertight tongue-and-groove joint. Steel step plate/lift handle provided on bottom section. SECTION WARRANTED AGAINST DELAMINATION FOR TEN (10) YEARS.

**Energy Values** – R-value = 15.05; U-value = .066

**Finish** – The section exterior and interior is prepainted steel consisting of a hot-dipped galvanized coating applied to the base metal. A phosphate treatment is applied before a baked-on primer. This prime coat is finished with a polyester coat for rust protection. The interior portion of the skin that is adhered to the polyurethane foam is a baked-on coating. Doors are available standard in white or brown exterior finish; optional Trinar finishes in white and beige. FINISH GUARANTEED AGAINST RUST-THROUGH FOR TEN (10) YEARS.

**Hardware** – All hinges and brackets to be manufactured of hot-dipped galvanized steel, 14 gauge minimum. Ten ball steel rollers to be full floating ball bearing in case-hardened steel races, mounted to fit the taper of the track.

**Tracks** – 2" or 3" track. Vertical tracks to be minimum of 16 gauge galvanized steel tapered and mounted for wedge type closing. Horizontal tracks to be minimum 14 gauge galvanized steel, reinforced with minimum 13 gauge galvanized steel angles as required. 3" track is 12 gauge.

**Spring Counterbalance** – Door assembly to be operated by a torsion spring counterbalance mechanism with a helically wound, oil tempered torsion spring mounted on a galvanized steel tube or solid steel shaft as required. Cable drums are die cast aluminum with high strength galvanized aircraft cable with minimum 7 to 1 safety factor.

**Locking** – Inside spring loaded slide bolt lock on end stile shall engage slot in track.

**Wind Loading** – Door shall comply with ANSI/DASMA 108 or to meet specific application requirements.

DISTRIBUTED BY:

PIONEER OVERHEAD DOOR, INC.

2300 S. 7th St.

Lincoln, NE 68502

402-476-6539

www.pioneerdoorinc.com

## OPTIONS

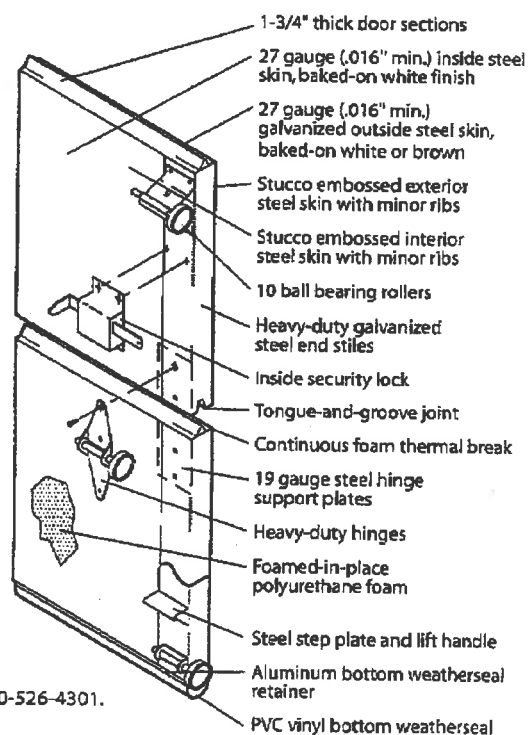
- A. **Glazing** – 24" x 8" or 24" x 12" window lites of cellular PVC frame construction; available with 1/2" Insulated, 1/2" insulated tempered, or 3/4" wire glazing options. Full vision section, prepainted white or brown; glazing options include 1/8" DSB, 1/8" tempered, 1/8" plexiglass, 1/2" insulated or insulated tempered, or 1/4" polycarbonate.
- B. **High Cycle Spring** – Available in 25,000; 50,000; or 100,000 cycle.
- C. **Track** – Vertical lift, high lift, follow the roof slope and low headroom track available, 2" or 3" as required.
- D. **Weatherstripping** – Complete perimeter seals available in various materials.
- E. **Locking** – Five pin cylinder lock with outside key, 16-1/2" lock bar.
- F. **Mullions** – Carry away (2") up to 14" high, roll-away up to 14" high, and swing-up available.
- G. **Break-Away Bottom Section** – Available up to 20' 2" wide on doors with full vertical lift track or high lift track with minimum of 36" of high lift.

## WINDOW OPTIONS (24" x 8" or 24" x 12" Windows)

Door Width	Max Number of Window Lites
Up to 9'2"	2
9'4" to 13'2"	3
13'4" to 16'2"	4
16'4" to 20'2"	5
20'4" to 24'2"	6
24'4" to 27'2"	7

## SECTION ARRANGEMENT

Door Height	Number of Sections
6'3" to 8'0"	4
8'3" to 10'0"	5
10'3" to 12'0"	6
12'3" to 14'0"	7
14'3" to 16'0"	8
16'3" to 18'0"	9
18'3" to 20'0"	10



For special applications and options, consult Commercial Information Assistance (CIA) at 1-800-526-4301.





## CLOPAY MODELS 3150 • 3154 • 3155

### STANDARD DUTY 1-3/8" INSULATED THERMALLY BROKEN STEEL DOORS

**Quality Assurance** – Doors shall be insulated steel sectional overhead type as manufactured by Clopay Building Products Company. Each door is provided as one complete unit including sections, brackets, tracks, counterbalance mechanisms, hardware (list options) to suit the opening and headroom available. Standard maximum door size 16'0" wide x 16'0" high.

**Materials and Construction** – Sections shall be 1-3/8" thick sandwich construction consisting of exterior and interior steel skins pressure bonded to an expanded polystyrene core. Model 3150 steel skins shall be separated by a continuous silicone filling forming a thermal break. Steel skins shall be roll formed commercial quality hot-dipped galvanized per ASTM A-924, A-653, phosphate coated, prepainted with primer and baked-on polyester top coat. Door sections constructed of 27 gauge (.016" min.) exterior and interior skins. Model 3150 to be stucco embossed texture with .040" minor ribs, 4" or 5" on center. Model 3154 to be elegant raised panel, Model 3155 to be flush exterior design with woodgrain embossed texture, stucco embossed interior. 20 gauge steel end stiles shall be galvanized. All stiles engineered for easy hardware attachment through prepunched holes. 19 gauge galvanized, primed steel support plates located under each hinge location, prepunched for hinge attachment. Full length .050" aluminum astragal retainer. Astragal to be U-shaped flexible PVC vinyl. Section joint to form weathertight tongue-and-groove joint. Three inch galvanized steel step plate/lift handle provided on bottom section.

#### Energy Values

Section: U=.18; R=5.6

**Finish** – Exterior and interior steel skins prefinished with a one full mil 3-coat process of a baked-on polyester top coat over primer on a phosphate coating. White or brown exterior; white interior (3150). White, brown, almond and sandstone exterior; white interior (3154, 3155). FINISH GUARANTEED AGAINST RUST-THROUGH FOR A FULL TEN YEARS, SECTIONS AGAINST DELAMINATION FOR A FULL FIVE YEARS.

**Hardware** – All hinges and brackets to be manufactured of hot-dipped galvanized steel, 14 gauge minimum. Ten ball steel rollers to be full floating ball bearing in case-hardened steel races, mounted to fit the taper of the track.

**Tracks** – Vertical tracks to be minimum 16 gauge galvanized steel tapered and mounted for wedge type closing. Horizontal tracks to be minimum 14 gauge galvanized steel, reinforced with minimum 13 gauge galvanized steel angles as required. Optional 3" track is 12 gauge.

**Spring Counterbalance** – Door assembly to be operated by a torsion spring counterbalance mechanism, with a helically wound, oil tempered torsion spring mounted on a galvanized steel tube or solid steel shaft as required. Cable drums are die cast aluminum with high strength galvanized aircraft cable with minimum 7 to 1 safety factor.

**Locking** – Inside spring loaded slide bolt lock on end stile shall engage slot in track.

**Wind Loading** – Door shall comply with ANSI/DASMA 108 or to meet specific application requirements.

#### DISTRIBUTED BY:

**PIONEER OVERHEAD DOOR, INC.**

2300 S. 7<sup>th</sup> St.

Lincoln, NE 68502

402-476-6539

[www.pioneerdoorlincoln.com](http://www.pioneerdoorlincoln.com)

For special applications and options, consult Commercial Information Assistance (CIA) at 1-800-526-4301.

#### OPTIONS

**A. Glazing** – 3150: 24" x 8" and 28" x 14" window lite of cellular PVC frame construction; glazing is 1/8" DSB, 1/8" acrylic (plexiglass) and 3/4" insulated glass. Full vision section prepainted white or brown; glazing options are 1/8" DSB, 1/8" acrylic (plexiglass), 1/8" tempered, 1/8" polycarbonate and 1/2" insulated glass.

**3154 • 3155:** 12" x 19-1/2" window lite of cellular PVC frame construction; glazing is 1/8" DSB, 1/8" acrylic (plexiglass).

**B. High Cycle Spring** – Available in 25,000; 50,000; 100,000 cycle.

**C. Joint Seal** – Available durable compression seal can be field applied to stop air infiltration.

**D. Track** – Vertical lift, high lift, follow the roof slope and low headroom track available. 2" or 3" as required.

**E. Weatherstripping** – Complete perimeter seals available in various materials.

**F. Locking** – Five pin cylinder lock with outside key, located at the first hinge location from right-hand side.

**G. Installation** – Install door including sections, brackets, guides, tracks, etc. In accordance with final shop drawings (if required) and instructions by Clopay Building Products Company.

#### MODEL 3150

##### WINDOW OPTIONS

Door Width	Max. Number of Window Lites
Up to 9'2"	2
9'4" to 13'2"	3
13'4" to 16'2"	4

##### SECTION ARRANGEMENT

Door Height	Number of Sections
Up to 8'0"	4
8'3" to 10'0"	5
10'3" to 12'0"	6
12'3" to 14'0"	7
14'3" to 16'0"	8

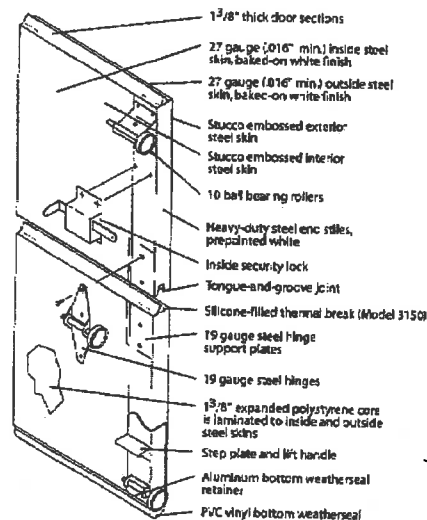
#### MODELS 3154 • 3155

##### WINDOW OPTIONS

Door Width	Max. Number of Window Lites
8'0" to 9'10"	4
10'0" to 11'10"	5
12'0" to 13'10"	6
14'0" to 15'10"	7
16'0"	8

##### SECTION ARRANGEMENT

Door Height	Number of Sections
Up to 7'0"	4
7'6" to 8'9"	5
9'0" to 10'6"	6
10'9" to 12'3"	7
12'6" to 14'0"	8
14'3" to 15'9"	9
16'0"	10



# Pioneer Door

Location	Size	Opener Option	Window	Pioneer Overhead Model 3150	Pioneer Overhead Model 3717	
LPD Substation - 1501 N. 27th	9'x9' Insulated Steel	With Opener	No Window	\$ 529.00	\$ 687.00	
LPD Substation - 4843 Huntington	12'x12' Insulated Steel	With Opener	No Window	\$ 886.00	\$ 1,089.00	
LPD Substation - 4843 Huntington	12'x12' Insulated Steel	With Opener	No Window	\$ 886.00	\$ 1,089.00	
Motor Vehicle - 625 N 46th	8' wide x9' high Insulated Steel	With Opener	No Window	\$ 499.00	\$ 640.00	
Motor Vehicle - 625 N 46th	20' wide x9' high Insulated Steel	With Opener	No Window	\$ 1,519.00	\$ 1,500.00	
Youth Service Center-1200 Radcliff	10'x10' Insulated Steel	Side Mount	No Window	\$ 603.00	\$ 798.00	
Health Dept - 3140 N	9' wide x7' high Insulated Steel	With Opener	No Window	\$ 423.00	\$ 583.00	
K St Complex - 440 S 8th	10'6" wide x 11'6" high Uninsulated Steel	Manual Open	No Window	\$ 687.00	\$ 875.00	
K St Complex - 440 S 8th	12'6" wide x 13'6" high Uninsulated Steel	Manual Open	No Window	\$ 813.00	\$ 1,075.00	
K St Complex - 440 S 8th	9'10" wide x 10'6" high Insulated Steel	With Opener	No Window	\$ 875.00	\$ 1,075.00	
K St Complex - 440 S 8th	10'6" wide x 16' high Insulated Steel	With Opener	No Window	\$ 1,390.00	\$ 668.00	
233 Building - 233 S 10th	6'6" wide x 8'2" high Uninsulated Steel	With Opener	No Window	\$ 359.00	\$ 639.00	
233 Building - 233 S 10th	6'6" wide x 8'2" high Insulated Aluminum	Manual Open	No Window	\$ 1,900.00	\$ 1,900.00	
E-1	13'2" wide x 11'11" high Insulated Steel	With Opener	With Window	\$ 1,065.00	\$ 1,358.00	
T-1	13'2" wide x 11'11" high Insulated Steel	With Opener	With Window	\$ 1,065.00	\$ 1,358.00	
E-2	11'11.5" wide x 11'10.5" high Insulated Steel	With Opener	With Window	\$ 1,001.00	\$ 1,206.00	
E-3	14' wide x 9'10.5" high Insulated Steel	With Opener	With Window	\$ 917.00	\$ 1,158.00	
E-4	11'11.5" wide x 11'11" high Insulated Steel	With Opener	With Window	\$ 1,001.00	\$ 1,204.00	
E-5	14' wide x 10' high Insulated Steel	With Opener	With Window	\$ 917.00	\$ 1,158.00	
T-5	14' wide x 11'6" high Insulated Steel	With Opener	With Window	\$ 1,100.00	\$ 1,358.00	
E-6	14' wide x 12' high Insulated Steel	With Opener	With Window	\$ 1,100.00	\$ 1,206.00	
E-7	11'11" wide x 11'11.5" high Insulated Steel	With Opener	With Window	\$ 1,001.00	\$ 1,206.00	
T-7	11'11" wide x 11'11.5" high Insulated Steel	With Opener	With Window	\$ 1,001.00	\$ 1,206.00	
E-8	11'11" wide x 9'11.5" high Insulated Steel	With Opener	With Window	\$ 845.00	\$ 1,075.00	
T-8	11'11.5" wide x 11'3.5" high Insulated Steel	With Opener	With Window	\$ 1,001.00	\$ 1,206.00	
E-9	14' wide x 11'5" high Insulated Steel	With Opener	With Window	\$ 1,100.00	\$ 1,358.00	
E-10	14' wide x 9'11" high Insulated Steel	With Opener	With Window	\$ 917.00	\$ 1,158.00	
E-11	12' wide x 17'4" high Insulated Steel	With Opener	With Window	\$ 1,100.00	\$ 1,986.00	
E-12	14'4" wide x 10'2" high Insulated Steel	With Opener	With Window	\$ 990.00	\$ 1,158.00	
E-13	20'9" wide x 9'8" high Insulated Steel	With Opener	With Window	\$ 1,940.00	\$ 1,950.00	
E-14	12' wide x 12' high Insulated Steel	With Opener	With Window	\$ 1,001.00	\$ 1,206.00	
Haz Mat	12' wide x 12' high Insulated Steel	With Opener	With Window	\$ 1,001.00	\$ 1,206.00	
Air 14	12' wide x 12' high Insulated Steel	With Opener	With Window	\$ 1,001.00	\$ 1,206.00	
Tech Ser.	13'2" wide x 11'11" high Insulated Steel	With Opener	With Window	\$ 1,065.00	\$ 1,358.00	

Location	Size	Opener Option	Window	Pioneer Overhead Model 3150 R6.5	Pioneer Overhead Model 3717 R.15	
T-21	13'2" wide x 11'11" high Insulated Steel	With Opener	With Window	\$ 1,065.00	\$ 1,358.00	
E-21	13'2" wide x 11'11" high Insulated Steel	With Opener	With Window	\$ 1,065.00	\$ 1,358.00	
E-211	12' wide x 17'4" high Insulated Steel	With Opener	With Window	\$ 1,799.00	\$ 1,987.00	
UT 1	13'2" wide x 11'11" high Insulated Steel	With Opener	With Window	\$ 1,065.00	\$ 1,358.00	
M8	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M5	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M24	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M214	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M6	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M2	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M25	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M211	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M21	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M3	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	
M7	9'1" wide x 9' high Insulated Steel	With Opener	With Window	\$ 605.00	\$ 765.00	

Model 3117

Q145

O

porter

Model 3150

R6.5

Location	Size	Opener Option	Window Option	Total Price Based on % listed for Equipment, Bid 10-304
LPD Substation - 1501 N. 27th	9'x9' Insulated Steel	With Opener	No Window	529.00
LPD Substation - 4843 Huntington	12'x12' Insulated Steel	With Opener	No Window	886.00
LPD Substation - 4843 Huntington	12'x12' Insulated Steel	With Opener	No Window	886.00
Motor Vehicle - 625 N 46th	8' wide x9' high Insulated Steel	With Opener	No Window	499.00
Motor Vehicle - 625 N 46th	20' wide x9' high Insulated Steel	With Opener	No Window	1579.00
Youth Service Center - 1200 Radcliff	10'x10' Insulated Steel	Side Mount Opener	No Window	603.00
Health Dept - 3140 N	9' wide x7' high Insulated Steel	With Opener	No Window	423.00
K St Complex - 440 S 8th	10'6" wide x 11'8" high Uninsulated Steel	Manual Open	No Window	687.00
K St Complex - 440 S 8th	12'6" wide x 13'6" high Uninsulated Steel	Manual Open	No Window	813.00
K St Complex - 440 S 8th	9'10" wide x 10'6" high Insulated Steel	With Opener	No Window	875.00
K St Complex - 440 S 8th	10'6" wide x 16' high Insulated Steel	With Opener	No Window	1390.00
233 Building - 233 S 10th	6'6" wide x 8'2" high Uninsulated Steel	With Opener	No Window	359.00
233 Building - 233 S 10th	6'6" wide x 8'2" high Insulated Aluminum	Manual Open	No Window	1400.00
233 Building - 233 S 10th	13'2" wide x 11'1" high Insulated Steel	With Opener	With Window	1065.00
E-1	13'2" wide x 11'1" high Insulated Steel	With Opener	With Window	1065.00
T-1	11'11.5" wide x 11'10.5" high Insulated Steel	With Opener	With Window	1001.00
E-2	14' wide x 9'10.5" high Insulated Steel	With Opener	With Window	977.00
E-3	11'11.5" wide x 11'11.5" high Insulated Steel	With Opener	With Window	1001.00
E-4	14' wide x 10' high Insulated Steel	With Opener	With Window	912.00
E-5	14' wide x 11'6" high Insulated Steel	With Opener	With Window	1100.00
T-5	14' wide x 12' high Insulated Steel	With Opener	With Window	1100.00
E-6	11'11" wide x 11'11.5" high Insulated Steel	With Opener	With Window	1001.00
E-7	11'11" wide x 11'11.5" high Insulated Steel	With Opener	With Window	1001.00
T-7	11'11" wide x 11'11.5" high Insulated Steel	With Opener	With Window	845.00
E-8	11'11.5" wide x 11'3.5" high Insulated Steel	With Opener	With Window	1001.00
T-8	14' wide x 11'5" high Insulated Steel	With Opener	With Window	1100.00
E-9	14' wide x 9'11" high Insulated Steel	With Opener	With Window	912.00
E-10	12' wide x 17'4" high Insulated Steel	With Opener	With Window	1100.00
E-11	14'4" wide x 10'2" high Insulated Steel	With Opener	With Window	990.00
E-12	20'9" wide x 9'8" high Insulated Steel	With Opener	With Window	1940.00
E-13	12' wide x 12' high Insulated Steel	With Opener	With Window	1001.00
E-14	12' wide x 12' high Insulated Steel	With Opener	With Window	1001.00
Haz Mat	12' wide x 12' high Insulated Steel	With Opener	With Window	1001.00
Air 14	13'2" wide x 11'11" high Insulated Steel	With Opener	With Window	1065.00
Tech Ser.				

High Cycle Spring Add 15%

B-59 11/11

370  
R15

Location	Size	Opener Option	Window Option	Total Price Based on % listed for Equipment, Bid 10-304
T-21	13'2" wide x 11'1" high Insulated Steel	With Opener	With Window	1065.00
E-21	13'2" wide x 11'1" high Insulated Steel	With Opener	With Window	1065.00
E-211	12' wide x 17'4" high Insulated Steel	With Opener	With Window	1799.00
UT 1	13'2" wide x 11'1" high Insulated Steel	With Opener	With Window	1065.00
M8	9'1" wide x 9' high Insulated Steel	With Opener	With Window	605
M5	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M24	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M214	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M6	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M2	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M25	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M211	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M21	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M3	9'1" wide x 9' high Insulated Steel	With Opener	With Window	
M7	9'1" wide x 9' high Insulated Steel	With Opener	With Window	

Medium Duty Tralls Operators 370.00  
Commercial Duty Tralls Operate 457.00

Plus Labor

3150  
R6.5

**SPECIFICATIONS  
UNIT PRICE CONTRACT  
OVERHEAD DOOR AND ACCESSORY REPAIR AND REPLACEMENT**

**1. SCOPE OF CONTRACT**

- 1.1 Lancaster County, Nebraska; the Lincoln/Lancaster County Public Building Commission; and the City of Lincoln (hereinafter referred to as "Owners"), desire to retain qualified contractors on a Unit Price Contract basis to perform Overhead Door and Accessory Repair and Replacement under \$10,000.00 for the term of the contract.
  - 1.1.1 Locations most likely to be serviced during the term of this contract include fire stations, fleet services and all other locations owned and/or operated by Owners.
- 1.2 A sample Unit Price Contract describing the obligations of the Owners and the Contractor is attached to the E-Bid.
  - 1.2.1 A copy of the Unit Price Service Contract Instructions is attached to the E-Bid.
- 1.3 There is no estimated total amount of work guaranteed for all departments/agencies of the Owners for the term of the contract.
  - 1.3.1 In 2009 the Owners spent nearly \$50,000.00 with Overhead Door Contractors.
  - 1.3.2 Individual Unit Price Projects under the terms of this Contract will range from \$0.00 to \$10,000.00.
- 1.4 Labor rates being bid shall include all health and welfare benefits, insurance, taxes, overhead, profit, bond fees and all other applicable fringe benefits in the per hour rate shown in the Line Item Unit Price box.
- 1.5 The Owners prefer that no adjustments are made in labor rates or markup percentages being bid during the initial contract period.
  - 1.5.1 Any future fluctuation in the labor market and/or markup calculations should be taken into consideration by the bidder, even though the work for an individual project may extend into the succeeding contract period.
- 1.6 The term of the contract shall be three (3) years, **March 15, 2010, through March 14, 2013**; with option to renew for one (1) additional one (1) year term.

**2. CONTRACT AND INSURANCE**

- 2.1 Within fourteen (14) calendar days after the award of bid the Contractor(s) must execute a written Unit Price Construction Contract between the Contractor and the Owners and the required performance/payment bond.
- 2.2 Also, within such time period the Contractor must furnish with the executed contract a certificate of insurance in accordance with the "Insurance Clause to be used for All Unit Price Construction Contracts", naming Lancaster County, and the Lincoln/Lancaster County Public Building Commission and the City of Lincoln as additional insured.
- 2.3 The Purchasing Division will require a \$10,000.00 Performance/Payment Bond from **each** Contractor for the duration of the Contract.

**3. BIDDING PROCEDURE**

- 3.1 Read all attachments prior to submitting your Unit Price Proposal.
  - 3.1.1 Bidders shall submit bid documents and all supporting material via E-Bid.
  - 3.1.2 All inquiries regarding these specifications shall be directed via e-mail to Bob Walla, Assistant Purchasing Agent [rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)
  - 3.1.3 All relevant inquiries will be distributed to prospective bidders electronically as an addendum.
  - 3.1.4 Only written inquiries received within five (5) calendar days of the bid opening will be addressed.

4. **BIDDER REQUIREMENTS**

- 4.1 Bidders must be registered or licensed in accordance with the Lincoln Municipal Code as required.
- 4.2 Bidders shall attach a list of three references for government or commercial projects in the Supplier Response Section of the ebid response.
  - 4.2.1 References should include: name of firm, contact person, address, and telephone number, and may include references of work previously performed for any one of the Owners.
- 4.3 Bidders must have capable staff to repair and/or replace overhead doors and all hardware and accessories including door openers.
- 4.4 Bidder shall have parts inventory and capabilities to repair doors in emergency situations.
- 4.5 Bidder shall respond to department via a phone call within 30 minutes of initial request by department if contact person is not available.
  - 4.5.1 Department shall discuss the repair/replacement with the company representative and determine if repair is an emergency, non-emergency or can wait for next available time slot to make repair/replacement.
  - 4.5.2 If non-emergency repair/replacement is required, bidder shall respond onsite within 3 hours of initial call from department.
  - 4.5.3 If emergency repair/replacement is required, department shall indicate emergency situation and bidder shall respond onsite within 1 hour of call.
- 4.6 Successful Bidder shall provide at least (2) two contact persons at the company for standard and emergency calls.
- 4.7 Bidders shall submit a percentage over cost for all repair and replacement parts which will be used during the contract period or a complete list of pricing for all parts on company letterhead.
  - 4.7.1 Attach complete parts list with set pricing to the Response Attachments section of the Ebid response.
  - 4.7.2 If providing a complete parts list with set pricing Bidder must list the amount of time pricing is good for in the Attribute Section of the Ebid.
- 4.8 Vendor will be required to complete a Unit Price Quote Sheet for any repairs and replacements.
  - 4.8.1 In emergency and non-emergency calls the Quote Sheet will be completed based on the work done.
    - 4.8.1.1 A Pre-Authorized Written Quote is not required but Vendor shall inform person in charge at location what the repair will be and an estimate of the cost prior to commencing work.
  - 4.8.2 In all other circumstances a Quote Sheet will be completed and submitted to the person in charge at location prior to work being done.
    - 4.8.2.1 There is no charge to the department for completion of Quotes.
  - 4.8.3 Periodic audits will be performed by the City to determine if the Vendor is charging according to the contract terms.
    - 4.8.3.1 Any charges exceeding the contract terms will be credited immediately by Vendor.

5. **TERMINATION FOR CAUSE**

- 5.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.
- 5.2 The contractor shall be given 24 hours to correct the cause of the complaint.
- 5.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.

- 5.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.
- 5.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.
- 5.4.1 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

**6. CONTRACT AWARD PROVISIONS**

- 6.1 The following factors shall be considered in determining the lowest, responsive, responsible bidder/s:
- 6.1.1 Ability, capacity and skill of the bidder to comply with the specifications and perform the work required by the contract.
- 6.1.2 Character, integrity, reputation, judgment, experience and efficiency of the bidder.
- 6.1.3 Ability of the bidder to perform the work within the time specified for each project.
- 6.1.4 Previous and current compliance of the bidder with laws and regulations relating to the work.
- 6.1.5 Information obtained from the references provided by the bidder.
- 6.1.6 Pricing from the Unit Price bid.
- 6.1.7 Any other information deemed relevant to the contract by the Owners.
- 6.2 Contracts resulting from bid proposals shall not be on an all-or-none basis, and may be awarded to several bidders based on price, scheduling, the ability to complete work on time, quality of work and previous inspection and acceptance of past projects.
- 6.2.1 Bidders may submit a supplemental proposal on company letterhead stating they wish to be the sole provider of this service and have the capacity to meet all service requirements.
- 6.2.2 Bidder shall provide any price breaks or other advantages if bidder is the sole provider of service.
- 6.3 The Owners further reserve the right to analyze bid proposals in detail and to award contracts which the Owners believe to be in their best interests.
- 6.4 The Owners may make any investigation deemed necessary to determine the ability of a bidder to perform in accordance with the specifications.
- 6.5 The Owners reserve the right to reject any bid based on facts resulting from any investigation which indicates that a bidder is not properly qualified to perform the obligations of any resulting contract.

## **Unit Price Service Contracts Instructions**

### **OVERHEAD DOOR and ACCESSORY REPAIR & REPLACEMENT SERVICES**

The City/County Purchasing Division has established "unit price" bids from our local repair and service contractors in an effort to streamline the process necessary to obtain services from various trades to perform small emergency and routine maintenance and repair for our facilities. Without this type of arrangement the specification and notice to proceed were unduly delayed or administratively prohibitive.

1. **DEFINITIONS:** For the purposes of this process the following definitions shall apply:
  - 1.1 **Unit Price Contract:** This series of contracts for Overhead Door and Accessory Repair and Replacement with the Owners for labor and material projects equal to or less than \$10,000.00 per project will establish approved hourly rates for the same utilizing a fair and competitive bid process. The Purchasing Division will require proof of insurance and a \$10,000 payment bond and performance bond from each contractor for the duration of the contract. During the course of the contract period, any Owners Department / Division / Agency may utilize the established unit price contract for Overhead Door and Accessory Repair and Replacement under \$10,000. Unit Price Service Contracts shall not include contracts involving: a) any street, alley bridge or highway, or b) the new construction, furnishing, erection or installation of any building or structure.
  - 1.2 **Labor and Materials:** (time and materials) The contractor will be paid for labor and materials instead of charging a fixed price or percentage of costs. Contractor shall provide a quote to the Owners for time and materials for the actual projected labor hours and material incorporated into or used solely for the project.
  - 1.3 **Unit Price Contractor:** Shall mean any person that enters into a Unit Price Service Contract as a service provider.
  - 1.4 **Maintenance and Repair:** Unit price contracts are restricted to ONLY MAINTENANCE, REPAIR SERVICES AND REPLACEMENT THAT TOTAL **no more than \$10,000 FOR THE ENTIRE PROJECT.** Project Managers shall not divide work or phase project to avoid this limitation. Maintenance and repair shall be limited in scope to expenditure needed to preserve a property's original status and functionality or to compensate for wear and tear.
  - 1.5 **Owners** shall mean the agencies, departments and offices of the City of Lincoln, Lancaster County, and The City of Lincoln/Lancaster County Public Building Commission, Nebraska.

- 1.6 **Owner's Project Manager:** The "Project Manager" as used in this process shall mean the Owner's department / division or agency manager / supervisor or by or through that person's duly authorized assistants. The Project Manager shall be responsible for general management (getting quotes, selecting contractor, scheduling work, supervising the work and insuring payment to the contractor for said work) of work performed utilizing the Unit Price Contracts.
- 1.7 **Project:** The Unit Price Contracts are restricted to projects for \$10,000 or less. Projects shall mean the entire scope of the work incorporated into a planned undertaking of related activities to reach an objective that has a beginning and an end.
- 1.8 **Quotation:** A written proposed estimation of the labor and materials of the individual project to determine an appropriate price to complete the work is required for all projects.

## 2. **SELECTION POLICIES AND PROCEDURES:**

- 2.1 Any Owner Department, Division or Agency may utilize the unit price contracts for Overhead Door Repair and Replacement services with a total project cost of \$10,000 or under.
  - 2.1.1 \$0 to \$10,000: Written (fax is acceptable) price quotes from two or more (if available) approved unit price contractors,
- 2.2 Right to Audit: The Purchasing Agent has the right to audit any project for compliance with this procedure. The Purchasing Agent may suspend any Project Manager from using this procedure for non-compliance including, but not limited to the following:
  - 2.2.1 Project is over \$10,000.
  - 2.2.2 Project was subdivided into small phases to avoid the \$10,000 Project limit.
  - 2.2.3 If proper documentation has not been retained by the Project Manager.
  - 2.2.4 If Purchasing Agent has reason to believe the Project Manager is not providing fair and open access to all available Unit Price Contractors for the work covered under this program.
- 2.3 The following is required by Ordinance No. 4.66.100(b): All parties of this Agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract, as allowed by law.

## INSTRUCTIONS TO BIDDERS

### City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

#### 1. **BIDDING PROCEDURE**

- 1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8<sup>th</sup> St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.
- 1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.
- 1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.
- 1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Bids received after the time and date established for receiving bids will be rejected.
- 1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.
- 1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2006 shall apply.
  - 1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.
  - 1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.
  - 1.7.3 Said document is available on the web site.  
<http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stdnspec/index.htm>

#### 2. **BID SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.
  - 2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8<sup>th</sup> St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.
  - 2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.
- 2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful Bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.
  - 2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.
- 2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

#### 3. **BIDDER'S REPRESENTATION**

- 3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

**4. CLARIFICATION OF SPECIFICATION DOCUMENTS**

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.
- 4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.
- 4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

**5. ADDENDA**

- 5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.
- 5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

**6. INDEPENDENT PRICE DETERMINATION**

- 6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

**7. ANTI-LOBBYING PROVISION**

- 7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

**8. BRAND NAMES**

- 8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.
- 8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.
- 8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.
- 8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

**9. DEMONSTRATIONS/SAMPLES**

- 9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.
- 9.2 Such demonstration can be at the Owners delivery location or a surrounding community.
- 9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

**10. DELIVERY (Non-Construction)**

- 10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.
- 10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.
- 10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.
- 10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

**11. WARRANTIES, GUARANTEES AND MAINTENANCE**

- 11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid:
  - 11.1.1 Manufacturer's warranties and/or guarantees.
  - 11.1.2 Bidder's maintenance policies and associated costs.
- 11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

**12. ACCEPTANCE OF MATERIAL**

- 12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 12.2 Material delivered under this proposal shall remain the property of the Bidder until:
  - 12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and
  - 12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.
- 12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.
- 12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.
- 12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

**13. BID EVALUATION AND AWARD**

- 13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.
- 13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.
- 13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.
- 13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.
- 13.8 Any governmental agency may piggyback on any contract entered into from this bid.

**14. INDEMNIFICATION**

- 14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.
- 14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. **TERMS OF PAYMENT**

- 15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. **LAWS**

- 16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.
- 16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. **EQUIPMENT TAX ASSESSMENT**

- 17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. **AFFIRMATIVE ACTION**

- 18.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all Bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

19. **INSURANCE**

- 19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. **EXECUTION OF AGREEMENT**

- 20.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
- ☐ a. The Contract shall consist of a **PURCHASE ORDER** and a copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
  - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the Bidder's bid response attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents. Items not awarded, if any, have been deleted.
  - ☒ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
    - 1. Owners will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
    - 2. The prepared documents shall be delivered to the Owners within 10 days (unless otherwise noted).
    - 3. The Owners will sign the Contract and insert the date of signature at the beginning of the Contract.
    - 4. Upon approval and signature from the Mayor, County Board and Public Building Commission, the Owners will return one copy to the successful Bidder.

21. **TAXES AND TAX EXEMPTION CERTIFICATE**

- 21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22. **CITY AUDIT ADVISORY BOARD**

- 22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

**23. E-VERIFY**

- 23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

**INSURANCE CLAUSE TO BE USED FOR ALL UNIT PRICE CONSTRUCTION CONTRACTS LANCASTER  
COUNTY, NEBRASKA; PUBLIC BUILDING COMMISSION, CITY OF LINCOLN, NEBRASKA  
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

**A. Worker's Compensation Insurance and Employer's Liability Insurance**

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

**B. General Liability Insurance**

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each
D. Products Liability & Completed Operations	Occurrence
	\$1,000,000 each Occurrence
2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
  - a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
  - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
  - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.

- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

**C. Automobile Liability Insurance**

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
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**D. Builder's Risk Insurance (For Building Construction Contracts Only)**

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.

**E. Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.

**F. Certificate of Insurance**

All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/28/2010PRODUCER (402) 434-7200 FAX: (402) 434-7272  
UNICO Group  
4435 O Street  
P. O. Box 30275  
Lincoln NE 68510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
Pioneer Overhead Door, Inc.  
2300 South 7th St

## INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Indiana Insurance

22659

INSURER B: Travelers Assigned Risk

INSURER C:

INSURER D:

INSURER E:

Lincoln NE 68502-3305

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	CBP8473295	8/1/2009	8/1/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	BA8477195	8/1/2009	8/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS / UMBRELLA LIABILITY	CU8479495	8/1/2009	8/1/2010	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	6KUB3398B919	8/1/2009	8/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
		OTHER					

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Lincoln, Nebraska, Lancaster County and Lincoln-Lancaster County Public Building Commission are listed as Additional Insureds with respect to General Liability

## CERTIFICATE HOLDER

City of Lincoln, Nebraska, Lancaster Coun  
Lincoln-Lancaster County Public Building  
555 South 10th St  
Lincoln, NE 68508

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chad Ideus/TABBOT

ACORD 25 (2009/01)  
INS025 (200901)

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